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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MONTANA**

**IN RE:**

INCREDIBLE AUTO SALES L.L.C.

Debtor

Case No. 06-60885-RBK

Judge Ralph B Kirscher

A Chapter 11 Proceeding  
For Reorganization

**DEBTOR'S RESPONSE, RESISTANCE AND OBJECTION TO MOTION OF HMFC  
AS THE DEBTOR'S USE OF CASH COLLATERAL AND OTHER RELIEF**

NOW COMES Incredible Auto Sales LLC (the Debtor) and Responds, Resists  
and Objects to the Motion filed by Hyundai Motor Finance Company (hereinafter  
Hyundai) on November 13, 2006 and respectfully requests this Court pursuant to Notice

to set a hearing date on this matter for the next scheduled hearing date which is 12/5/06 at 9:00 A.M. in Billings, Montana.

IN SUPPORT of this Response, Resistance and Objection, the Debtor, Incredible Auto Sales L.L.C. states as follows:

- 1.) The Debtor, an Automotive Retailer located in Billings, Montana, did file Chapter 11 on October 17, 2006.
- 2.) Subsequently, thereto, hearings have been held as to the Debtor's Emergency Requests to Use Cash Collateral and specifically for the permission to pay post petition payroll.
- 3.) Two Orders have been entered thus far as to the payment of these two payrolls.
- 4.) Even though at the hearings before this Court all of the Debtor's Exhibits were admitted with the exception of a few pages without objection. The Trial Exhibits, which among other things showed the values of the collateral held as security for Hyundai Motor Finance, all the values of new vehicles, all the values of used vehicles of the Debtor, all receivables, parts, machinery and fixtures, and its Kia Motor Franchise and before hearing ended Hyundai Motor Credit unqualifiedly approved the Debtor's Use of Collateral.
- 5.) Now Hyundai Motor Finance through an Attorney who did not attend the hearing, who to the Debtor's knowledge did not even order the transcript of proceeds, has continually objected to further Use of Collateral.

- 6.) Additionally, this Non-Attending Attorney has charged the Debtor with “unwillingness to negotiate in good faith”. Nothing could be further from the truth.
- 7.) This charge has prompted the Debtor’s Attorney to call the Non-Attending Attorney and requested pursuant to the “safe harbor” provisions of Rule 9011 to withdraw these false charges.
- 8.) This Debtor and his principals have spent literally hours since filing talking to the Non-Attending Attorney with little or no results.
- 9.) The bad faith of Hyundai should be evident to this Court.
- 10.) The simple proposition is that Hyundai has consented along with the various Auto Auctions to the proposed Cash Collateral proposed usage by the Debtor – with budgets attached and discussed with the Court.
- 11.) After this Court’s last hearing on Tuesday, November 14, 2006 at which Debtor’s Counsel was required to travel all the way to Billings, Montana to protect the Debtor’s interests, Hyundai still refused to sign the Cash Collateral Stipulation.
- 12.) At this Court’s direction the Debtor’s Attorneys William L. Needler and Local Counsel Attorney Clarke B. Rice at extreme expense have read and carefully reviewed the Disk of the hearing held and decided with consent.
- 13.) All Attorneys except Hyundai have signed the Stipulation Cash collateral Order.
- 14.) Hyundai is guilty of false charges, bad faith and intentional efforts to “weasel out” of legitimate findings and consents by this Court.

- 15.) The Debtor, Incredible Auto Sales L.L.C. should be reimbursed for this intentional affront to this Court and should pay damages for these intentional continuing falsehoods.
- 16.) Bankruptcy Rule 9011 provides for penalties for foisting such falsehoods on the Court.

WHEREFORE the Debtor, Incredible Auto Sales Responds, Resists and Objects to the false motion filed by Hyundai Motor Finance.

Additionally, this Debtor requests this Court pursuant to Bankruptcy Rule 9011 provide for a hearing on sanction and a hearing on this Motion at the next hearing date.

The Debtor's Attorney has attached a Sworn Declaration hereto in further support hereof.

November 23, 2006

/s/ William L. Needler

Debtor Incredible Auto Sales L.L.C